

AGREEMENT BETWEEN
HAMMONTON BOARD OF EDUCATION
AND
HAMMONTON ASSOCIATION OF SCHOOL ADMINISTRATORS

EFFECTIVE
JULY 1, 2005 TO JUNE 30, 2008

ARTICLE I

A. UNIT MEMBERSHIP

In accordance with Chapter 123, Public Laws of 1974, the Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all those administrators, whether under contract, on leave, or a per diem basis, including only:

Principals, Assistant Principals, and any new supervisory title which shall be established by the board that requires a Principal certification

B. DEFINITION

Unless otherwise indicated, the term administrator, when used herein this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit and references to male administrators shall include female administrators.

ARTICLE II

A. MAINTAINING CURRENT BENEFITS

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement shall continue to be so applicable during the term of the Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any administrator's benefits existing prior to its effective date.

ARTICLE III

A. ACCUMULATIVE SICK LEAVE

All twelve (12) month members shall be entitled to fifteen (15) days sick leave per year, and all ten (10) month members shall be entitled to thirteen (13) sick days. Unused days of sick leave shall be accumulated from year to year.

B. RETIREMENT

Upon retirement, any member not vesting, who has been employed in the district for a minimum of fifteen (15) years prior to retirement, and who has accumulated sick leave pursuant to R.S. 18A:30, shall be paid at the time of retirement such sum as shall be arrived at according to the following conditions:

1. One-half of the member's daily salary, computed by taking one-two hundredth of the ten- month member's yearly salary, or one-two hundred fortieth of the twelve

month member's yearly salary and shall be multiplied by the total number of accumulated sick leave days accumulated by the employee. This amount subject to the conditions below shall represent the total sum to be paid upon retirement.

2. Any member retiring prior to the age of fifty (50) or retiring prior to fifteen (15) years of service in this school district shall not be eligible to receive payment under this policy, unless said member who has been employed for a minimum of fifteen (15) years retires due to ill health, as certified by a physician licensed to practice medicine.
3. In order to receive payment under this policy, the retiring member shall provide, no later than November 1 of the school year in which the member plans to retire, advance notice to the Board of Education of his intentions to retire so that appropriated sums of money can be budgeted in the annual school budget. In the event the School Board is not given adequate notice, the retiring member shall not receive payment until the next annual school budget. Payments under this provision may be made in July after the actual retirement and the second payment within six (6) months after the first payment.
4. Under no circumstances shall any individual receive more than \$15,000 per year for a maximum of four (4) years. Further during the contract period, there shall be an additional \$3000.00 payment for retirees with a 95% or better attendance record in the final three (3) years of employment.
5. In the event that an employee is deceased and all requirements mentioned above have been met, the sick leave benefit shall be paid to the employee's estate.

C. PERSONAL LEAVE

1. All twelve (12) month members shall be granted a leave of absence for personal business not to exceed four (4) days per year, and all ten (10) month members shall be granted a leave of absence for personal business not to exceed three (3) days per year for the following defined reasons:
 - a. Illness in the immediate family when the presence of the employee is required.
 - b. Death of a relative or close friend.
 - c. Court summons or other legal process involving no moral turpitude on the part of the employee.
 - d. Religious holiday.
 - e. Personal Confidential (confide in one administrator of your choice.)
 - f. Or for any other valid reasons at the discretion of the Superintendent
2. Such leave shall be without loss of pay and shall be added to unused sick days.

3. One day of personal leave shall be granted without specific reason, however, such leave must be certified by the employee that the need for a day is for personal business that could not be handled outside of working hours. The employee must further certify that the day will not be used for recreation, entertainment, shopping, travel, vacation or other employment.
4. Each employee shall be required to obtain prior approval for the personal leave from the Superintendent of Schools, except in case of emergency. In the event of an emergency, such personal leave shall be confirmed by the Superintendent of Schools.

D. BEREAVEMENT LEAVE

1. A maximum of five (5) days shall be allowed with no loss of pay whenever a member is absent due to the death of a member of his immediate family. Immediate family is defined to include husband, wife, brother, sister, son, daughter, grandchildren, parents, spouse's parents, grandparents, and children of legal guardians.
2. Five (5) days shall mean five consecutive days, excluding Saturday and Sunday.
3. The same five day leave shall apply to related persons residing in the same residence of the member, such as: In-laws, grandparents, etc.

ARTICLE IV

A. VACATION SCHEDULE

All twelve (12) month members shall be entitled to vacation as follows:

1. Principals: Three (3) weeks after one (1) year of service, Four (4) weeks after three (3) years of service.
2. Assistant Principals: Two (2) weeks after one (1) year of service, Three (3) weeks after two (2) years of service, Four (4) weeks after four (4) years of service.

If a situation arises where it is not possible for an administrator to take his vacation during the summer months following the school year in which the vacation was earned, the administrator may, upon approval of the Superintendent of Schools, take the time during the next school year.

However, the administrator may accumulate no more than a maximum of five (5) days, which may be carried over to the next school year.

ARTICLE V

A. TRAVEL

All members of the Association shall be reimbursed at the rate permitted by the Internal Revenue Service when required to use their own automobile in the performance of their duties.

ARTICLE VI

A. COMPENSATION

Effective July 1, 2005 - Salary Guides are attached hereto as Appendix A, and made a part hereof.

ARTICLE VII

A. INCOME PROTECTION INSURANCE

All members of the association will receive income protection policies from the Unum Life Insurance Company of America or the equivalent, to Plan C1 with coverage equal to two-thirds (66 2/3 %) of income to a maximum of a monthly disability benefit of \$3,000 with an elimination period of 30 days for sickness or accident.

ARTICLE VIII

A. PROFESSIONAL ASSOCIATION DUES

The Board shall pay the members' annual dues for membership in the National Association of Secondary School Principals and the National Association of Elementary School Principals.

ARTICLE IX

A. DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Administrators, who are incorporated within the contract, shall be governed and directed by existing and future policies arrived at and approved by the Administration and Board of Education.

Office Hours: It shall be the responsibility of the Administrators to keep the office hours as follows:

High School	7:00 AM	-	3:30 PM	Daily
Middle School	7:00 AM	-	3:30 PM	Daily
Elementary School	8:00 AM	-	4:30 PM	Daily

ARTICLE X

- A. (delete)

ARTICLE XI

A. GRIEVANCE PROCEDURE

1. Definition: The term "grievance" means a complaint or claim that there has been an improper application, interpretation, or violation of any term or provision of this contract.
2. Procedure:
 - a.. Filing a Grievance: A grievance may be filed by an individual member, or a group of members, or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of the event.
 - b. Informal Attempt to Resolve: An individual administrator who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the grievant is the Association, the initial discussion shall be at the level of the immediate supervisor, in such event, if the problem is not resolved to the satisfaction of the Association within ten (10) work days after the conclusion of the discussion, the procedures prescribed in the subsections of this section B.
 - c. Level One - Immediate Supervisor: If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) work days, he shall set forth his grievance in writing to the immediate supervisor specifying:
 - (1) The nature of the grievance
 - (2) The nature and extent of the injury, loss or inconvenience
 - (3) The result of the previous discussion
 - (4) His dissatisfaction with discussions previously rendered
 - (5) The immediate supervisor shall communicate his decision to the grievant in writing within seven (7) work days of receipt of the written grievance.
 - d. Level Two - Superintendent of Schools: The grievant, no later than five (5) work days after the receipt of the immediate supervisor's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate supervisor as specified above and his dissatisfaction with

the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible.

The Superintendent shall communicate his decision in writing to the grievant and the immediate supervisor, within thirty-five (35) calendar days of the receipt of the grievance by the Superintendent.

- e. Level Three - Arbitration: If the decision of the Superintendent does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Superintendent within ten (10) work days after the receipt of the decision which is being appealed. The arbitrator will be mutually agreed upon by the Board of Education and the Association.

Any grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under PERC rules.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between parties or any policy of the Board of Education. The opinion and award shall be advisory.

- f. Right to Representation: Rights of administrators to representation shall be as follows: Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative(s) and/or any attorney selected and approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or at any later level, be notified that the grievance is in process, and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

- g. Separate Grievance File: All documents, communications and records dealing with the processing of a grievance separate grievance file and shall not be kept in the personnel file of any of the participants.

- 3. Costs: Each party will bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and the costs will be shared equally. Time lost by any grievant and/or his

representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay if the arbitrator finds for the grievant.

ARTICLE XII

A. ADMINISTRATOR RIGHTS

1. Just Cause Provision: No administrator shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and the limitations as set forth in Article XI.
2. Required Meetings or Hearings: Whenever any administrator is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter that could result in the termination of employment, he shall be given prior notice (which shall be in written form) of the reason for such meeting or interview and shall have (a) representative(s) of the Association and/or attorney present to advise him and represent him during such meeting or interview. Any suspension shall be with pay until formal determination by the Board of Education.

The Association shall have the right to be present to protect the interests, not only of the individual involved, but also of the organization as the bargaining representative exclusively recognized.

ARTICLE XIII

A. PRESCRIPTION PLAN

The Board of Education shall provide a Full Family Coverage \$5.00 co-pay (Brand name), \$1.00 (Generic), \$0 (Mail order), further, when both spouses are employed by the Board, only one spouse shall be eligible for coverage.

B. DENTAL PLAN

The Board of Education shall provide full family dental coverage and orthodontic coverage.

C. ADDITIONAL ACCRUED BENEFITS

Any increase or new benefit gained by the Faculty Association shall accrue to the Administrator's Association membership.

D. HOSPITALIZATION AND MEDICAL INSURANCE

The Board shall provide full family coverage at no cost to the employee, for the Aetna QPOS Patriot V

Custom Plan, the QPOS Patriot V Look-a-like Standard Plan, or an equal or better plan. If any unit member elects the QPOS Patriot X Liberty A Custom Plan, they will be responsible for the difference in cost to the district between the Patriot X Plan and the Patriot V Plan. The premium differential shall be paid through payroll deduction. Further, all members will be entitled to a 60/40 % split in all health coverage as outlined in the H.A.S.A. agreement.

E. OPTICAL BENEFIT

The Board of Education shall provide a reimbursement of \$350.00 per employee, per family for optical care.

F. TUITION

The Board of Education will reimburse any member 100% of the yearly cost of tuition of professional courses taken. Each person must obtain approval by the Superintendent of Schools before enrolling in said course. Official confirmation in writing of successful completion of each course must be presented to the Superintendent for his approval within sixty (60) days after completion of the course, and then forwarded to the Secretary of the Board of Education for payment. No one is to receive any payment for any course with a grade below a "C".

The member must be in the employment of the Board of Education at least one (1) school year (September - June) before this benefit applies.

Reimbursement of summer courses will apply only if the member has signed a contract for the following year and returns in September to assume his duties.

G. (delete)

H. DISTRICT TUITION

Association members who reside outside the District may enroll their child or children who reside with them, in District school(s) without tuition.

ARTICLE XIV

A. DURATION

This agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2008.

**HAMMONTON ASSOCIATION OF
SCHOOL ADMINISTRATORS**

**HAMMONTON BOARD OF
EDUCATION**

Date: _____